



e-Auction No. GS/BX/01/2024-25 (Rev.)

Sale of NPG Bauxite Through e-Auction

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(A GOVERNMENT OF GUJARAT UNDERTAKING)
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DISCLAIMER

1. The Information contained in this document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of GMDC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.
2. This document is not an agreement and is neither an offer nor invitation by GMDC to the prospective Bidders or any other person. The purpose of this document is to provide interested Bidders with information that may be useful to them in making their Bids/Proposals pursuant to this document. This document includes statements, which reflect various assumptions and assessments arrived at by the GMDC in relation to the e-auction. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This document may not be appropriate for all persons, and it is not possible for GMDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document, may not be complete, accurate, adequate or correct.
3. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtains independent advice from appropriate sources.
4. Information provided in this document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The GMDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. GMDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way for participation in the Bidding Process.
6. GMDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

7. GMDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder.
9. GMDC reserves the right to reject all or any of the Bids without assigning any reason whatsoever.

DEFINATIONS

“Approved Stock” means the stock approved by Government of Gujarat for Sale through transparent mechanism

“Under Approval Stock” means the stock of which quality and quantity are measured jointly by GMDC and Geology & Mining Dept, Government of Gujarat, which is under approval for sale through transparent mechanism

“Supplementary LoI / Sale Order” means the additional / supplementary Loin/ Sale Order for the stock under approval by Government of Gujarat , which will be issued after approval of the said stock

“Base Price / Floor Price” means the minimum basic price fixed for particular stacks and bidders are required to quote in incremental Rs. above this price

“Quoted Price / Offer Price ” means the price quoted by bidders in e-Auction during online bidding process, for successful bidder the same will be termed as offer price after successful bidding in e-Auction for individual stacks

“Successful Bidder” means the bidder who had quoted highest price for particular stacks during online bidding in e-Auction.

“Earnest Money Deposit / Bid Security” means the Bid security/ earnest money deposit to be submitted by the Bidder as per clause no. 1.2 of Chapter II.

Chapter-I : Background & Brief Introduction of Offer

1. Background:

Gujarat Mineral Development Corporation is a Government of Gujarat undertaking holding Bauxite leases in Devbhoomi Dwarka & Kutch District of Gujarat State. GMDC is having about. **85377.855 MT of NPG Bauxite** stock at Mewasa Mines in Devbhoomi Dwarka District, which is offered under e-Auction.

1.1.Quantity, Quality & Location

GMDC offer the sale of NPG Bauxite from its Mewasa Bauxite Mines at Bhatia, Taluka Kalyanpur Dist: Devbhoomi Dwarka on “**as is where is basis**”, as per stack wise list placed at **Annexure-VII** for all interested buyers through transparent mechanism of e-Auction for getting maximum offer price.

The quantity of NPG Bauxite includes under approval stock for Sale through e-Auction for which permission is in process from government. The details of under approval status are mentioned in stack wise list as per **Annexure-VII**.

Sale of NPG Bauxite through e-Auction has been introduced with a view to provide differentiated yet equitable access to NPG Bauxite to all buyers based on its intended use as per relevant government mandate. e-Auction has been introduced to bring transparency in making available NPG Bauxite to all sections of Buyers enabling them to procure through a tech-enabled consumer friendly system.

1.2.Governing Guidelines & Applicable Laws

The guidelines related to Bauxite and its sales are as per MMDR Act-1957, MCDR-1988, prevailing Guideline issued by Indian Bureau of Mines, Ministry of Mines (Govt. of India) and Commissioner of Geology & Mining, Industries & Mines Department, Government of Gujarat, with all the applicable revisions and amendments.

The e-Auction is conducted as per present guidelines by Government of Gujarat for sale of NPG Bauxite. The stock under approval of Government is offered for sale under e-Auction, which will be allotted subject to approval from concerned authority. However, bidders are free to quote for under approval stacks as per their choice.

2. Offer to Sale of NPG Bauxite through e-Auction:

GMDC offer the sale of **85377.855 MT of NPG Bauxite** from its Mewasa Bauxite Mines at Bhatia, Taluka Kalyanpur Dist: Devbhoomi Dwarka on “**as is where is basis**”, the quality, quantity, location, dispatch arrangement, base price/floor price, structure of pricing for Bauxite and applicable royalty, levies and taxes on offer price/invoice price are

described as below in order to educate/awareness of the bidders before participating in the e-Auction.

2.1. Quality, Quantity & Location of NPG Bauxite

The stack-wise quality of stacks from **85377.855 MT of NPG Bauxite** is mentioned in individual stack wise list as per **Annexure-VII**.

Sr. No.	Stack No.	Quantity in MT	Approval Status
1.	NPG-07 & 08, NPG 27 to 30, NPG-35, NPG-81 to 92	82,867.545	Under Approval
2.	NPG-45	2510.310	Approved

The stack-wise quality, quantity and coordinates are mentioned in Annexure-VII, which are based on GMDC's Laboratory Analysis Reports. The interested bidders are requested to check and verify themselves with the quality of NPG Bauxite being offered. The bidders are allowed to take sample of NPG Bauxite @ Rs.25/- Per Kg for which they have to make their own arrangement for collection of samples after seeking prior appointment from General Manger (Project). The site visit declaration shall be required to be submitted with Form-A.

2.2. Dispatch Arrangement at Locations

All the mines are equipped with fully digitized dispatch system alongwith good internet connectivity in normal weather conditions. The dispatch situation faces adversity during monsoon months. It is to be noted that Loading & Transportation will be in scope of the buyer. The capacities of weighbridges and mine location (s) is/are as below:

Sr	Name of Mines	Location	No. of WeighBridge	Capacity in MT
1	Mewasa (Bhatia)	Bhatia	01	100

2.3. Base Price/ Floor Price

There will be base price/floor price for each individual stack and bidders shall have to quote above the base price as per incremental value during online bidding in e-Auction. Bidders interested in any stack may quote for specific stacks as per their choice.

The stack-wise Base price derived is mentioned in **Annexure-VII**. The base price is excluding any levies & taxes. The base price will vary from on stack to other. Bidder shall quote per MT price only for stackwise bidding online.

2.4.Quoted Price / Offer Price

The qualified bidders for e-Auction will quote for any stack of their choice in incremental values during online bidding for individual stack's quantity and the price bided by them will be called as "Quoted Price". The highest bidder for individual stacks will be the successful bidder or H1 Bidders and the material of the individual stack shall be offered to the successful bidder at "Quoted price" which will also be called as "Offer Price" after selection and approval of the bided price. The price as per Letter of Intent (LoI) shall be called as "Offer Price". The quoted/offer price is excluding any levies & taxes. The approved quantity shall be offered at the earliest to successful bidders and the quantity under approval shall be offered after approval from government as per quoted price.

The offer price will be the applicable price for that particular stack at which the NPG Bauxite is offered to successful bidder. After finalization of offer price, the same will be applicable on the Invoices being chargeable at the time of dispatch and no adjustment based on quality parameters shall be done once the offer price is finalized.

2.5.Invoice Price

Based on the offer price, the Successful Bidder shall have to make payment for the said material for generation of the Delivery Order. Accordingly, the Delivery Order shall be issued to the Successful Bidder. Offer Price and Invoice Price will be similar as no adjustment in price based on quality parameters shall be made.

2.6.Price Structure of Bauxite and applicable rates, royalty, additional amount levies and taxes

The sale of Bauxite is governed as per applicable prevailing rules and regulations related to royalty, DMF, NMET, Additional Amount as per Schedule 5 of MMDR Amendment Act, 2021, GST and TCS/TDS. The basic price is decided on the basis of Offer Price which doesn't include royalty, DMF, NMET, GST and TCS/TDS or any other taxes/ levies.

If any retrospective recovery is charged by any government agencies, it will be borne by the successful bidder even after the successful lifting of the auctioned bauxite.

2.6.1. Royalty:

At present, the Royalty @ 25% of basic price for end use as per relevant period from Indian Bureau of Mines Average Sale Price for Gujarat (<https://ibm.gov.in>) shall be chargeable. For Metallurgical end use, the royalty shall be applicable as per formula based on London Metal Exchange Aluminum metal price chargeable on the contained aluminum metal or as per other applicable statutory provisions as per of section 64 (d) of The Mineral Concession Rules, 1960 or as per applicable directives of Commissioner of Geology & Mining,

Gandhinagar, which are applicable of Sale of Bauxite from time to time. Interested bidders are advised to refer the same before participating in e-Auction, as royalty plays a major role in pricing of Bauxite.

Royalty reconciliation as per end use will be in the scope of bidders after the completion of dispatch of auctioned material.

Additional Amount as per relevant Schedule of MMDR Amendment Act,2021 shall be chargeable as and when applicable. Bidders are advised to make themselves acquainted with royalty related acts, rules and regulations of the state/central government.

2.6.2. DMF:

District Mineral Foundation Fund @30% of Royalty is also applicable on Bauxite Sale as per MMDR (Amendment) Act, 2015.

2.6.3. NMET:

National Mineral Exploration Trust Fund @2% of Royalty is also applicable on Bauxite Sale as per MMDR (Amendment) Act, 2015.

2.6.4. GST:

GST @ 18% on assessable value (Basic Price, Royalty, DMF, NMET) is applicable (9% SGST, 9% CGST, or IGST for outstate supply). GST will be chargeable as per prevailing rules and the present rate is 18%.

2.6.5. TCS/TDS:

TCS @ 0.1 % and TDS are chargeable as per applicable prevailing rules & regulation.

Sample Price Structure

A	B	C	D	E	F	G	H	I	J
Base Price per MT	Royalty as per End Use 25% of IBM ASP of relevant grade or as per LME for Metallurgical	DMF @ 30% of Royalty (B)	NME @ 10% of Royalty (B)	Additional Amount as per Sch.-V @100% of Royalty	Assessable Total (A+B+C +D +E)	CGST @ 9% of F	SGST @ 9% of G	Subtotal (F+G+H)	Total (Round of I)

Note: IGST shall be applicable @18% for outside Gujarat sale, TCS/TDS shall be applicable as per prevailing rules.

Chapter-II : Instructions to Bidders & Guideline for e-Auction

1. Eligibility of Bidders:

The interested bidders shall suffice to follow documentation and registration-related requirements in order to participate in the e-auction.

1.1.Document Required (Form-A)

The interested bidders shall submit following self-certified copy of documents to GMDC Ltd and upload scanned documents to e-Auction portal (Online) before last date for submission of documents.

1. Form-A (As per Annexure-I)
2. Copy of PAN Card
3. Copy of GST Certificate
4. Registration Proof of Firm (as applicable)
5. Address Proof (Electricity/ Telephone Bill etc.)
6. Bid Security Amount Rs. 5 Lakh via DD /NEFT / RTGS (as mentioned in relevant clause)
7. Copy of Valid Export License (required for export purpose only)
8. IBM Registration Details (self-certified copies of registration confirmation from IBM shall be required) (Mandatory)
9. Stockist Registration for Mineral Storage issued by Commissioner of Geology & Mining, Gandhinagar (Mandatorily submitted for dispatch of material)
10. Details of registration with procure / Digital Key
11. Power of Attorney for the authorized person (As per Annexure-II)
12. Declaration Regarding knowledge & awareness of Rules & Regulations
13. Declaration Regarding Site Visit & Sample Analysis

In case of bidder being a company, a Power of Attorney for the authorized person of the bidder must be enclosed with Form-A as per format placed at Annexure-II.

In case of bidder being an individual/proprietorship, no authorization would be required.

GMDC reserves unabridged right to examine the original documents, whose copies have been submitted and seek clarification to determine eligibility of bidders to participate in the e-Auction.

1.2.Bid Security Amount

All interested bidders shall have to furnish non-interest-bearing Bid Security Amount of Rs.5 Lakh, for participation in e-Auction. Therefore, it is advised to submit the Form-A

along with details of Bid Security Amount deposited in advance.

The Bid Security amount is for participation in e-Auction only. After successful acceptance of offer and approval by GMDC, the Bid Security amount shall be refunded or adjusted against the Security Deposit on bidder's request.

Options for Payment of Bid Security Amount:

- a) The Bid Security amount/ Security Deposit can be paid by Demand Draft in favor of 'GMDC Ltd. Payable at Ahmedabad or by electronic transfer through RTGS/NEFT in GMDC's **Bank Account No. 00062090000855 (IFSC Code-HDFC0000006)**.
- b) Bidder shall provide the details like Demand Draft no & Date, Bank Name & Amount, for RTGS/NEFT amount transferred, transfer date and UTR no. in Form-A itself. Bid Security by bank guarantee shall not be accepted.

All rights regarding the amount and mode of Bid Security Amount shall be with GMDC only.

1.3. Digital Key and Registration with nProcure (e-Auction Service Provider)

All interested bidder shall get themselves registered with nProcure / nCode Solutions Pvt Ltd ([https:// www.tender.nprocure.com](https://www.tender.nprocure.com) & <https://e-auction.nprocure.com>) in order to participate in e-Auction. The contact details are as mentioned below:

Procure Help Desk :-(between 10.00 am to 6.00 pm on all working days.)

In case buyers need any clarifications or if training required to participate in online e-Auction, they can contact (n)Procure Support team, preferably prior to e-Auction Schedule to avoid inconvenience:-

(n)Code Solutions-A division of GNFC Ltd.,

(n)Procure Cell

304, GNFC Info tower, S.G. Road,

Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Airtel : +91-079-40007517, 40007512, 40007515

E-mail : nprocure@ncode.in

TOLL FREE NUMBER: 7359021663

The stepwise guide is placed at **Annexure-IV**

2. Process of Participation & Bidding in e-Auction:

- a) After preliminary qualification based on documents submitted by bidders, the auction process will be initiated as per schedule/timeline stated in this document.

Sr	Event / Activity	Tentative Date
1	Available Online for Download from date	01.01.2025
2	Last Date for Receiving queries from bidders	13.01.2025
3	Pre-Bid online / offline meeting at 12:00 PM	16.01.2025
4	Last Date for Download	27.01.2025
5	Last Date for Submission of Tech. Bid / Documents as per Form-A	27.01.2025
6	Opening of Technical Bids	28.01.2025
7	Evaluation of Technical Bid (Start Date)	28.01.2025
8	Intimation & Confirmation for e-Auction to bidders	03.02.2025
9	e-Auction Date (Tentative)	08.02.2025

- b) Pre-bid Meeting will be conducted on **16.01.2025 at 12:00 PM** GMDC Ltd, Corporate Office, Near Helmet Cross Road, University Ground, Vastrapur, Ahmedabad 380052 or may be conducted online/offline as per prevailing situation.

For any query related to Pre-bid of e-Auction please email on sales@gmdcltd.com or call on 6359947641. The last date for receiving queries for Prebid meeting is **13.01.2025**.

- c) After verification of the documents, the eligibility of the bidders shall be decided. GMDC will send the list of eligible bidders to nProcure Ltd subject to minimum 03 eligible bidders. GMDC will inform all eligible bidders individually through mail only.
- d) The bidders have to complete the registration process with nProcure Ltd before **27.01.2025 before 6:00 PM** without which bidders cannot participate in e-Auction. However, to avoid inconvenience, bidders are advised to complete the registration process in advance.
- e) After qualification of bidders, e-Auction Demo will be organized on the request of qualified bidders and real-time demo shall be given by service provider before actual e-Auction in order to educate and familiarize the bidders for e-Auction process.
- f) The bidders are advised to get themselves acquainted and seek assistance of the e-Auction service provider before actual e-Auction with respect to system and infrastructure requirement in order to avoid inconvenience or system failure during e-Auction.

g) **Corrigendum:**

Corrigendum if any shall be uploaded on www.gmdcltd.com and service provider's <https://www.nprocure.com> website only. Please note that there is no provision to take out the list of parties downloading the offer document from the above referred website i.e. www.gmdcltd.com. As such bidders are requested to see the website of www.gmdcltd.com and <https://www.nprocure.com> once again (up to the last minutes) before due date and time of submission of bid to ensure that they have not missed any corrigendum uploaded against the said offer after downloading the document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.

h) No separate intimation in respect of corrigendum will be sent to bidder who downloaded the document from the website as information in this respect will not be available to GMDC.

2.1.Guideline for Stack wise Online Bidding in e-Auction.

- a) GMDC is collecting holistic Bid Security Amount for bidding in any stack or all stack put under e-Auction for sale, hence any bidder can bid for any number of stacks without any quantity restrictions.
- b) Bidders have to submit individual price for individual stacks during e-Auction in order to win that stack, the highest bidder (H1) will be the successful bidder.
- c) The quoted/ offer price may vary from bidder to bidder for stackwise, may also be different for same quality, for which dispute shall not be entertained at any stage of e-Auction and its execution after award of LoI/Supplementary LoI.
- d) Minimum Bid requirement for any stacks will be 02 quote from difference bidders for qualifying for offer of the stack, stacks receiving less than 02 bid will not be allotted to any bidder.
- e) Bidders shall have to check the locations of stacks before bidding.

2.2.Offer / Allotment to Successful Bidders:

- a) The H1 bidder for individual stacks will be offered the respective stack/s after completion of e-Auction and approval of GMDC management.
- b) GMDC reserves the right to offer the bid quantity to other participating bidders at H1 rate, if the participating H1 bidder, do not show interest for the quantity bided.
- c) In case the H1 bidder is not interested to lift the material from the awarded stack

then GMDC reserves the right to award the said H1 stack to H2, H3.... and so on at the rates quoted by the H1 bidder. The rates quoted by the H1 bidder shall remain valid for a period of 1 year from the date of e-Auction.

- d) The bid security/Security Deposit of H1 bidder shall be forfeited in case the H1 Bidder has failed to show his willingness to lift the material awarded at the time of e-Auction.
- e) Decision of MD, GMDC will be final and binding to successful bidder with respect to quoted price, quantity and extension of timeline, if any.
- f) GMDC reserves the right at its own discretion to accept and/or reject and/or split and/or cancel any/all the offers partly or fully at any stage of the process and/or modify the process without assigning any reason whatsoever and also to seek additional information from prospective bidders who respond to this.

2.3. Refund / Forfeiture of Bid Security Amount:

- a) The Bid Security submitted by the successful Bidders shall be forfeited in the event, Successful bidder fails to accept the offer in accordance with the terms and condition of e-Auction documents.
- b) After qualifying and submitting the Bid Security for the e-Auction, if any bidder fails to quote their price, then 5% of the Bid Security shall be forfeited.
- c) Bidders are advised to participate in e-Auction after evaluating all possibilities & parameters.
- d) For any decision regarding Bid Security Amount, the decision of MD, GMDC will be the final appellate authority and decision regarding waiver of forfeiture of Bid Security shall be at his jurisdiction.

Chapter-III : Instructions to Bidders & Guideline for e-Auction

1. Confirmation of Offer & Acceptance:

- a. GMDC will offer the individual stack wise quantity to respective H1 bidder for the stack at earliest for approved quantity as well as under approval quantity and the same shall be accepted by the Successful Bidder for respective stacks;
- b. The quantity under approval from the Government of Gujarat shall be offered subsequent to the receipt of approval from Government of Gujarat.
- c. Upon confirmation of offer for approved quantity, the Successful Bidder shall have to submit the Security Deposit @ 5% of the offer price of the offered quantity.

1.1.Submission of Security Deposit:

The Successful bidder shall have to submit the Security Deposit @ 5% of the Basic Price of the offered quantity within 15 days from the date of LoI.

1.1.1.Payment of Security Deposit:

- a) The Security Deposit shall have to be deposited by way of
 1. Demand Draft in favor of 'GMDC Ltd. Payable at Ahmedabad
or
 2. Electronic transfer through RTGS/NEFT in GMDC's Bank Account No. 00062090000855 (IFSC Code- HDFC0000006)
or
 3. Bank Guarantee issued in favor of GMDC Ltd (Annexure-V), having validity of 6 months beyond the lifting schedule provided in(Annexure-III) the e -Auction document, issued by the Banks approved by the Government of Gujarat except co-operative banks as per Finance Dept, Government of Gujarat GR No. FD/MSM/e-files/04/2023/4020/DMO dated 11.03.2024. The Bank Guarantee shall be electronically approved by SFMS.

1.1.2.Forfeiture of Security Deposit:

- a) The Security Deposit submitted by the successful Bidders shall be forfeited in the event, bidder fails to execute the sale in accordance with the terms and condition of e-Auction documents and/or LoI issued to them.
- b) At the time of refund of SD to successful bidder after completion of their work, an undertaking will be taken from the successful bidders that they will not claim any amount in future on any account. If there is change in statutory levies, GMDC reserves the right to recover the same from the successful bidder.

- c) The SD will be refunded only after the successful lifting of all bid quantities and after submission of all required statutory documents, a No-Objection-Certificate and/or Actual End-Use Certificate to GMDC.
- d) For any decision regarding Security Deposit, MD, GMDC will be the final appellate authority and decision regarding waiver of forfeiture of Security Deposit shall be at his jurisdiction.

1.2. Issuance of LoI/ Supplementary LoI:

- a) After acceptance of offer and submission of Security Deposit, LoI will be issued for the approved quantity.
- b) For under approval quantity from Government of Gujarat, the LoI shall be issued after receipt of approval from Government of Gujarat subject to submission of Security Deposit.
- c) The Successful Bidder shall be required to make payment for Delivery Orders within 15 days from the date of issuance of LoI for domestic sale.
- d) In case of export, the Successful Bidder shall be required to make payment for Delivery Orders within 2 month from the date of issuance of LoI /Supplementary LoI. The same may be extendable upon request and submission of documents, if the delay is due to external reasons which are not attributable to the successful bidder. The request for extension shall subject to approval by competent authority after assessing the requirement and merit of representation.
- e) If successful bidder is unable to get export permit within the prescribed period of two months or extended period, then the right of successful bidder on the material stands cancelled. It will be entirely on GMDC's discretion whether to allot the same quantity of NPG Bauxite to the same bidder or not, after expiry of the given /extended time limit.
- f) LoI shall be treated as agreement / contract subsequent to tender and always read with/in addition to terms and conditions of this tender document.

1.3. Registration Process as GMDC Customer & Forms, Undertaking:

- a) The successful bidder shall have to complete the registration related formalities before payment for delivery order and booking as per normal practice of GMDC.
- b) Documents as per registration forms and undertaking shall be asked from GMDC at the time of registration from successful bidders.

1.4.Mode of Payment for Delivery Orders:

- a) The successful bidder shall have to make payment for delivery order within 15 days of issuance of LOI by following modes for domestic sale and 2 months for outside Gujarat/ Export :
 - i) by electronic transfer through RTGS/NEFT in GMDC's Bank Account No. 00062090000855 (IFSC Code- HDFC0000006)
 - ii) By Online DO booking portal through NSDL Payment Gateway
- b) The lifting schedule shall be applicable from date of issuance of 1st Delivery Order and shall be as per Annexure-III.

1.5.Lifting, Schedule & extension:

- a) The tentative lifting schedule will be as per Annexure-III.
- b) The tentative lifting schedule is as per Annexure-III, however the overall time period shall be considered for all quantity offered to successful bidder. The same shall be applicable for approved quantity. For under-approval quantity from Government of Gujarat, the lifting schedule for the same shall be effective once the LOI is issued.
- c) After the expiry of lifting schedule as per the LOI or extension if any, all un-lifted material lying in the Mine (s) shall become the property of GMDC and GMDC will be free to dispose it as deem fit.
- d) In case of any change in the laws/directives/rules of the Central / State Government regarding sale or delay in granting the permission for sale of Bauxite or revocation of permission to sale of Bauxite and execution of work related there to, the same shall have to be strictly adhered to by successful bidder and for which GMDC will not be responsible for any compensation for any damages suffered by successful bidder due to such changes or delay.

1.6.Dispatch and Site Management:

- a) Under the directions of GM (Project) of the Mine, the successful bidder shall deploy its own manpower and machinery for loading and transportation of Bauxite from mines /various mines of projects. Loading of Bauxite and weighing of the trucks would be permitted strictly during office hours on all working days only.
- b) In case of any exigency, however, the successful bidder will have to take prior

written permission of General Manager (Project) for the loading and weighing of Bauxite trucks during holidays and beyond office hours, as the case may be. In this situation, successful bidder shall have to borne all relevant expenses incurred by GMDC in this regard such as overtime & Lighting arrangement, if the minimum offtake in 24 hours is below 1000 MT. The relevant expenses shall be recovered at Project level by General Manager (Project).

- c) In addition to the information that may be required to be provided in accordance with applicable law, the successful bidder shall provide periodic reports to the competent authority as may be specified by GMDC regarding Bauxite purchase, including any compliance requirement in accordance with the provisions of laws. (Annexure-VI)
- d) **Weighment** : Weighment of NPG Bauxite will be carried out at GMDC's weighbridge located at GMDC's Mines or GMDC's authorized weighbridge and the quantity recorded shall be final and binding for all transactions.
- e) The quality parameters published are based on analysis by GMDC Laboratory and bidders are advised to get the quality verified themselves at their cost. No adjustment based on quality parameters shall be made in the offer price once finalized.
- f) The successful Bidder shall obtain and maintain all statutory approval required for loading, purchase & transport of Bauxite. The successful bidder shall also submit such reports and information as required under the applicable acts and rules.
- g) GMDC can allow sieving within its premises at risk and cost of the successful bidder. The bidder shall indemnify GMDC accordingly before starting the screening process. The successful bidder shall make advance payment for whole stack before starting screening/sieving at site.
- h) GMDC may allow sieving subject to lifting the whole stack including rejects (-10 mm or other) at the rates/bid price as per NPG Bauxite from the stack for which screening/sieving is done.
- i) The successful bidder shall raise request separately for screening/sieving permission from GMDC. GMDC reserves the rights regarding allowing the same at its jurisdiction subject to prevailing conditions at dispatch location and approval from competent authority of GMDC.
- j) Deduction from offer price based on quality shall not be considered in any case for screening/sieving cost.

- k) Any request / communication for change in lifting / dispatch schedule or any other issue shall be communicated to GMDC at least before 15 days in advance of such requirement.
- l) This is the stack wise quantity offer. The quantity is derived as per volumetric conversion of stacks. After measurement, the actual weight may vary at time of dispatch. The excess/shortfall if any shall be lifted by the respective successful bidder at the agreed upon applicable rates only.
- m) The location of weighbridges and their capacity are provided in clause 2.2. The Successful Bidder shall have to plan accordingly.
- n) The conditions mentioned in the order issued by the Government Authority at the time of sanctioning the approval of quantity for sale and/or export shall be binding to the successful bidder.

1.7.Submission of NOC & End-use certificate:

- a) In case of export, the successful bidder shall have to submit a No Objection Certificate issued by Commissioner of Geology & Mining and Clearance Certificate issued by the Port Authority / Cargo Authority prior to or within 7 days of the export of bauxite. In the event of partial export of lifted material, the successful bidder shall have to submit the list of issued Royalty slip numbers associated with the exported material.
- b) The successful bidder shall also have to submit an Actual End-Use Certificate within 30 days of export or in the case of partial export or any other case.
- c) Failure to submit the No Objection Certificate and/or Actual End-Use Certificate and/or Clearance Certificate within the stipulated period mentioned hereinabove by the Successful Bidder shall result into forfeiture of the Security Deposit and/or amount paid towards obtaining the delivery order by the successful bidder.

1.8.Liquidated Damages:

- a) The successful bidder will be assigned a time schedule for the lifting of Bauxite at the time of issuance of the Letter of Intent. The successful bidder shall have to lift at least 80% of the Bauxite quantity as per the given time schedule of delivery, failing which the liquidated damages shall be levied at the end of the whole schedule on the shortfall quantity of the assigned lifting quantity of Bauxite at the rate of 5% of the agreed basic sale price per MT. The amount of the liquidated damages shall be recovered either from SD/ payment made towards obtaining delivery order or any other amount of bidder lying with GMDC.

For example:

Offer Price Rs/MT	Rs.600
Quantity of NPG Bauxite in MT	1,00,000
Lifting Period	240 Days from DO Date
If bidder lifts more than 80% quantity	No LD shall be levied
If bidder lifts less than 80% quantity	LD @ 5% of value (agreed basic price* quantity) of unlifted material shall be deducted from SD
Example :unlifted quantity after 240 days is 25,000 MT	LD = 25,000*600*5% =7,50,000/- LD shall be levied

- b) The decision of MD, GMDC shall be final and binding for applicability of Liquidated damages.
- The lifting schedule with LD shall be extended as approved by the competent authority of GMDC.
 - The lifting schedule may be extended without imposing liquidated damages in case the reasons for not adhering to the lifting schedule are not attributable to the Successful Bidder.

1.9.For Under approval quantity:

- a) The terms and conditions for the under-approval quantity for which the bidder has quoted the rates shall only be applicable when GMDC receives the approval from the government. Consequently, the LoI shall be issued to the successful bidder for under approval quantity.
- b) Applicability of Security Deposit, Lifting Schedule, and Liquidated Damages shall follow the timeline after approval of the government is received for under-approval stock and after issuance of LoI.
- c) The successful bidder shall have to take follow up from the Government of Gujarat for the under-approval quantity. GMDC shall assist the bidder for preparation of documentation related to under-approval stock. It is the responsibility of the Successful Bidder to take approval of under approval quantity from the Government of Gujarat.
- d) The tentative time period for getting the approval from the government for under-approval quantity shall be one year.

Chapter-IV : Other Terms and Conditions

1. Jurisdiction & Arbitration:

- a) The matter relating to any differences arising out of this e-Auction and subsequent contract shall be subject to the exclusive jurisdiction of courts at Ahmedabad only.
- b) All questions, disputes, or differences whatsoever which may at any time arise between GMDC and the successful bidder in connection with the e-Auction and subsequent contract, any matter arising out of or in relation thereto, shall be referred to fast track arbitration / sole arbitrator as per the provision of Arbitrations and Conciliation Act. 1996, as amended from time to time. The language of the Arbitration proceedings shall be in English only. The venue of the arbitration proceedings shall be Ahmedabad only.

c) Power to remove difficulties:

In case any difficulty arises in performing this contract as per the conditions stipulated therein to any successful bidder, such successful bidder in respect of difficulties faced by him/his identity, will submit meritorious representation in this regard to Managing director of GMDC, who after considering will be authorized to take suitable decision including amend/alter the contract conditions/quantities of the works/ extension of the schedule period/allotment of additional material/revision of the rates of material etc.

2. Compliance of Statutes:

The successful bidder will strictly abide by all the laws governing employment, payment of wages, Safety and welfare of their labor and staff and provision of Minimum Wages Act, PF/ Gratuity Act, the Employee's Compensation Act, Contract labor (Abolition and Regulation) Act, the Mines Act, Industrial Dispute Act, Bonus Act and other Statutory provisions as existing now or as may be introduced later as well as those orders of Govt. of India or State applicable to GMDC and the Rules and Regulations framed under the said Acts.

If any amount becomes payable by GMDC as a result of any claim or application in terms of the provisions of the afore-said Acts, the Rules and Regulations, bylaws or the Orders made thereunder, such amounts shall be recoverable from successful bidder. Any consequences arising out of non-compliance of Safety Provisions will be at successful bidder's sole risk and cost. The successful bidder will also have to maintain all the statutory registers under the above Acts and Regulations and shall submit the same on demand by the Mines Manager / General Manager (Project).

3. Non-fulfillment of terms and conditions of contract / sale order:

- a) If the successful bidder fails to lift the Bauxite per the delivery schedule or extended period, if any GMDC shall be entitled to forfeit the amount paid towards obtaining the delivery order by successful bidder.
- b) Likewise, if the successful bidder does not fulfill the terms and conditions of the contract and does not lift the Bauxite per the schedule / extended period given by GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the amount paid towards obtaining the delivery order by the successful bidder.
- c) For any reason, if it is required, the GMDC reserves the right to cancel, terminate, amend and/or alter the contract and/or bifurcate and/or reduce the contract at any time without giving any notice to the successful bidder and without incurring any responsibility. For such cases, successful bidder shall have to take away his labor, tools, tackles, machinery, equipment etc. and shall leave the site at once or shall have to carry out the instructions of the GMDC.
- d) In case of any change in the directives/rules of the Central/State Government regarding sale of NPG Bauxite and execution of work related thereto, the same shall have to be strictly adhered to and shall be binding upon successful bidder; GMDC will not be responsible for any compensation for any damages suffered by successful bidder due to such changes.

4. Force Majeure:

- a) Force majeure is herein defined as natural phenomena such as floods, drought, earthquakes and epidemics, declaration of war, change in Govt. policies, strikes, lockouts etc. In such conditions of force majeure, both GMDC and successful bidder can claim a force majeure but they are obliged to inform the either party within 15 days in writing on the date of commencing and again ending of the force majeure.
- b) Under the circumstances of force majeure stated above, the contract in terms of period can be extended by period equivalent to the loss of time due to force majeure.
- c) The decision regarding occurrence of force majeure to be considered shall be taken jointly by GMDC and successful bidder.

5. For any dispute arising out of content of this document or Interpretation of any terms thereof, the decision of the GMDC, shall be final and binding upon successful bidder.

6. Insurance

The successful bidder will be required to ensure Third-Party Insurance cover of all their personnel, vehicles employed and deployed throughout the contract period.

7. Other Terms & Conditions

- a) Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of Bauxite shall not be acceptable.
- b) GMDC Ltd. reserves the right to cancel the sale of Bauxite under this e-Auction from any source/location in part or whole at any stage at its sole discretion without assigning any reason thereof, and no party shall have any right whatsoever to raise any claim in that regard.
- c) GMDC Ltd. reserves the right to amend/modify and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right whatsoever to raise any claim in that regard.
- d) Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- e) GMDC reserves the right to withdraw from the sale after advertising or after issue of Acceptance Letter of any quantity of the material without assigning any reasons thereof to the successful bidder. GMDC will not be responsible for any damages/loss what so ever to the customer on account of such withdrawal.
- f) GMDC reserves the right to defer or pre-pone date for conduct of auction, through internet, mentioned in the notice for auction through internet at its sole discretion. Conditional bids will not be considered.
- g) GMDC is not bound to accept the highest or any other bid or to assign any reason for such non-acceptance. GMDC's decision in this regard shall be final and binding on all the concerned.
- h) Successful bidder(s) should be in a position to undertake all the operations including commencement of lifting the minerals within the stipulated time. Any information on tie up of infrastructural facility found to be incorrect on subsequent verification shall be met with termination of contract, besides other legal remedies.
- i) The bidders shall carefully examine the bid document and other details relating to the work and acquaint themselves fully with all the conditions and matters, which may in any way affect the work/contract.

- j) The bidders shall be deemed to have obtained all information as to risks, responsibilities and other circumstances which might influence or affect their bids and the progress and performance of the contract and have taken into account all such conditions and matters that may affect the work/contract.
- k) After taking appointment of GM (Project), the bidder shall acquaint themselves with the local conditions and are strongly advised to visit the site and its surroundings and carefully examine and satisfied themselves about the existing site conditions, availability of local facilities, means of transport, etc., and quote the rate, taking into consideration all such conditions and matters which may in any way affect the work/contract.
- l) The bidders shall be deemed to have acquainted themselves with all prevailing applicable Laws, Regulations, Taxes, Levies and other charges relating to the work/product.
- m) Any negligence or omission or failure on the part of the bidding firm in obtaining necessary and reliable information upon the foregoing or any other matter affecting the bid shall not absolve them of any risk or liabilities or responsibilities for performance of contract.
- n) MD, GMDC is authorised to take suitable decisions and action in case of requirement to amend/alter the contract area/conditions/quantities of the works/extension of the contract period/allotment of additional quantities of the works/revision of the rates of the work etc., if necessary, in the interest of GMDC.

8. Compensation towards negligent actions/damages

Successful bidder shall be responsible for any claims arising out of negligent actions/damages on any property belonging to GMDC and to its personnel, or in an accident involving any personnel or labor, during loading and movement of the material at the mines of GMDC.

9. Foreclosure

If at any time after acceptance of the offer, the GMDC shall decide to abandon or reduce the scope of the contract for any reason whatsoever and hence not require the whole or any part of the contract to be carried out, GMDC shall give notice in writing to that effect to the successful bidder and successful bidder shall have no claim in respect of any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the contract in full but which he did not derive in consequence of the foreclosure of the whole or part of the contract.

Chapter-V : e- Auction Registration with Service Provider

1. Registration:

- 1.1 Before participation in the e-Auction, an interested Bidder shall be required to get itself / himself registered with **M/s. nProcure Ltd.** (herein after referred to as “service provider”). GMDC Ltd has appointed them to provide all services related to e-auction. Bidders may register themselves as per Annexure -IV.
- 1.2 After the registration, all interested Bidder will have a “User ID” & a “password” based on which they can log in. Details of the registration process with the service provider are attached herewith as Annexure – IV.
- 1.3 Only one registration will be done against one PAN number. However, based on more than one independent valid GST registration, more than one registration against a PAN Number can be considered.

2. Bidding Process

- 2.1 The registered Bidders shall be required to record their acceptance after login, of the Terms & Conditions of the e-Auction before participation in the actual Bidding Process.
- 2.2 Before participating in e-Auction, bidders are to satisfy themselves with the quality of Bauxite being offered from a source.
- 2.4 The Bidder while bidding shall quote their “Bid price” per MT in Indian Rupee as base Bauxite price on Ex. Mines basis, exclusive of other charges like royalty and any other taxes and levies as will be applicable at the time of delivery. These charges as well as freight etc. shall be on the Bidders’ account.
- 2.5 During the e-Auction, the bidders may change the price of the material the buyer cannot reduce the price once quoted. The price quoted shall not be less than the indicative basic price. The bidder has to bid for a price equal to or above the indicative basic price to secure consideration in the concerned e-Auction.
- 2.6 Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before submitting their Bid into the live e-Auction floor.
- 2.7 There is no provision for bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by them (including any wrongful bidding by them) and no complaint /representation will be entertained by GMDC Ltd. in this regard.

- 2.8 The date, time and period of e-Auction as notified in advance including closing time on portal of service provider shall be adhered to. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 5 (Five) minutes, so that opportunity is given to other Bidders for making an improved Bid on that item.
- 2.9 The Bidder shall offer his Bid price (per MT) in the increment of Rs.1/-(Rupee one) during the e-Auction as well as extended period.
- 2.10 While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the highest successful Bid prices of lot at that any point of time. However once a Bidder becomes H2, the particular Bidder shall become eligible for making a higher bid in next 5 minutes, which the highest bid would be accepted.

3. Bidding and Buying

- 3.1 All bids on the Site are a firm commitment to purchase. If you are the highest bidder at the end of an auction (meeting the applicable minimum bid or reserve requirements) and your bid automatically accepted. You may be obligated to complete the transaction with the GMDC. Bids may be increased in price or volume later but may not be withdrawn. Bids cannot be cancelled. All bids must be in **Indian Rupees** only.
- 3.2 By bidding on an item, you agree to be bound by the conditions of sale/auction included in the item's description (or linked to form the description) so long as those conditions of sale/auction are not in violation of this Agreement or unlawful.
- 3.3 Bidders are strongly advised not to test the auction process with false bids, as it will put you at personal legal risk. It is a crime to use a false name, other false personal information. Willfully entering erroneous or fictitious bids may result in prosecution by service provider.
- 3.4 Service providers' as well as GMDCs' decision on the success or otherwise of a bid shall be final and binding. Service provider as well as GMDC reserves the right to reject or void bids, whether winning or not, that it deems not to have been made in good faith, or that are restricted or prohibited.

Chapter-VI

Application Form & Various Formats

Annexure-I

FORM-A (For All Interested Bidders)

1	Name of Bidder									
2	Address									
3	Authorized Person Name Contact No. & email id (Power of Attorney to be attached in case of company)									
4	PAN No.									
5	GST No.									
6	Quantity of NPG Bauxite Required through e-Auction from GMDC (in MT)									
7	Bid Security Amount for e-Auction (In INR)									
8	Details of Bid Security Deposited by DD or by NEFT/RTGS									
9	IBM Registration Details									
10	Stockiest Code issued by CGM									
10	Export License Details									
11	Purpose of buying/ Procuring NPG Bauxite (For Captive Use/ Domestic Sale/ Export) mention quantity for each category separately	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 60%;">Purpose</th><th style="width: 40%;">Requirement in MT</th></tr></thead><tbody><tr><td>Captive Use</td><td></td></tr><tr><td>Domestic Sale</td><td></td></tr><tr><td>Export</td><td></td></tr></tbody></table>	Purpose	Requirement in MT	Captive Use		Domestic Sale		Export	
Purpose	Requirement in MT									
Captive Use										
Domestic Sale										
Export										
12	Any other suitable information, which bidder seems necessary to provide.									

*Use separate sheet of paper if the space is insufficient without altering the prescribed format.

Signature with Stamp

Annexure-II (Format)

[On duly notarized Rs. 300 stamp Paper]

Power of Attorney for Signing of Bid

We, [name and address of the Bidder] do hereby irrevocably constitute, nominate, appoint and authorize [Name], son/daughter/wife of [name of father/husband] and presently residing at [address], as our true and lawful attorney (“Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the e-Auction for Sale of Bauxite, in response to the e-Auction Document, dated [dd/mm/yy] issued by Gujarat Mineral Development Corporation Limited, including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in Bidders’ and other conferences and providing information / responses to the Gujarat Mineral Development Corporation Limited, representing us in all matters before the Gujarat Mineral Development Corporation Limited, and generally dealing with the Gujarat Mineral Development Corporation Limited in all matters in connection with or relating to or arising out of our bid for thee-Auction for Sale of Bauxite and/or upon award thereof to us and/or till the issuance of Sale Order from the Gujarat Mineral Development Corporation Limited.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds And things done or caused to be done by our Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness where of we, [name of Bidder], the above named principal have executed this power of attorney on this [Date] day of [Month], 20[Year]

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

[Particulars of notarization]

Annexure-III

Tentative Lifting schedule of NPG Bauxite by the Successful Bidder

Quantity (in MT)	Tentative Lifting Period for each mine (in days)
0-25,000	60
25,001 to 50,000	120
50,001 to 75,000	180
75,001 to 1,00,000	240
1,00,001 to 1,25,000	300
1,25,001 to 1,50,000	360

Note: The above lifting period is tentative and GMDC reserves the right to change/modify/alter the above lifting time period based on actual quantity demanded by the bidder.

Annexure –IV

Necessary Steps are as under for the Buyer to participate in Tender cum e-Auction:

STEP 1(One Time Process): Obtain Class III Digital Signature Certificate (DSC) from any CA (Certifying Authority) like (n) Code Solutions, eMudra, Safescrypt and others...

For New DSC Kindly Contact on :

Support: Call Toll Free: 6356-894-444
Board No. : 079 - 4000 – 7300/ 376 / 317
Monday to Saturday 10:00 Hrs. – 18:00 Hrs.

STEP 2(One Time Process): Install e-Token driver & Some Security Settings are required to access the <https://e-auction.nprocure.com>.

- **Insert the e-Token** in USB Slot.
- **Install e-Token driver** from the Token you may download the same from www.tender.nprocure.com and install it.
- **Security & other Settings:** Download “Important Links” and install (nCodePKIComponent 64 Bit / nCodePKIComponent 32 Bit) it.
- If you change the Desktop/Laptop, Kindly repeat **STEP 2**.

STEP 3 (One Time Process):

Online Registration on <https://e-auction.nprocure.com> to participate in e-Auction.

Create User Id and Password:

- Open <https://e-auction.nprocure.com>
- Click “**New User Registration**” and fill up the all-necessary details and submit form to create User Id and Password.

DSC Mapping with User Id:

- Enter User Id & Password on home page, which opens DSC windows wherein select DSC holder’s name to map the DSC with User Id.
- Now, buyer is able to login with their User Id, Password and Valid DSC.

STEP 4: Provide your Company Name with User Id to *Govt. Department* before due date & time to participate in scheduled e-Auction.

- *Submit your Company name with User Id and required EMD in prescribed form to Govt. Dept.* before due date.
- *Govt. Dept.* will allow those buyers who fulfil their terms.

Now you can participate in live e-Auction on scheduled date & time.

- Login with User Id and Password.
- Click, Live Auctions -> Enter Live Auction.
- Increased the *Lot-wise* minimum Increment Amount OR in multiple of Increment Amount -> Submit.

Minimum Requirement for Tender cum e-Auction

- **Computer:** Win 8.1 or higher
- **Java Runtime Environment (JRE):** Ver 1.8 and above
- **Full Administrative Rights:** For Network/ Corporate User
- **PKI Component:** 32 Bit /64 Bit
- **Supported Browser:** Google Chrome/ Microsoft Edge/ Mozilla Firefox (Preferably Latest Version)
- **Internet Connection:** Preferably High Speed
- Digital Signature Certificate Legally valid class 3 i.e. 2 Separate Certificates-Signing & Encryption under Indian Root CA chain

(n)Procure Help Desk:-(between 10.00am to 8.00pm on all working days.)

In case buyers need any clarifications or if training required to participate in online e-Auction, they can contact (n)Procure Support team, preferably prior to e-Auction Schedule to avoid inconveniency:-

(n)Code Solutions- IT Division of GNFC Ltd.

(n)Procure Cell

501, GNFC Info tower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Landline

Airtel : +91-79-40007514

E-mail : nprocure@ncode.in

TOLL FREE NUMBER: 7359021663

Annexure –V

BANK GUARANTEE FOR SECURITY DEPOSIT (SD)

Name of the Bank :
Address :
Guarantee No :
Name of the Contractor : M/s _____
Date of Expiry :
Limit to liability : Rs _____/- (Rupees _____ only)
Ref: Tender bearing No. _____
Subject: Bank Guarantee towards Security Deposit.

Date.....20

To
General Manger (____),
Gujarat Mineral Development GMDC.
132 Ft Ring Road, Near University Ground ,Vastrapur, Ahmedabad.
Bank Name: ICICI BANK LTD.
IFS Code: ICIC0000024
UIC GMDC530265584 for Field 7037.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called “GMDC”) which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called “Bidder”) from demand under the terms and conditions of “Bid Document” (hereinafter called the said “Bidding Document”) issued by the GMDC vide e-Auction No. _____ for the work _____.

The present Bank Guarantee is towards Security Deposit (SD) of Bid in terms of Clause No. _____ Chapter - _____ of the afore-said bidding document for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR _____ (_____ only) (figure in words).

1. We the _____ (Name of Bank) hereinafter referred to as “Bank” having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
2. We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding

Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____.

3. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
5. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
7. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharged our liability hereunder dated _____ day of _____ 20 . _____ for _____ (Name of Bank)

Yours faithfully For.....(Name of the Bank)

Please note the following details for Compulsory e-confirmation for Bank Guarantee through IICI Bank through SFMS under our:

Gujarat Mineral Development Corporation Limited (GMDC), 132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad. Bank Name: IICI Bank Ltd, IFS Code: ICI0000024

UIC GMDC530265584 for Field 7037 MT760

Finance Department, GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O.

Date: 11/03/2024

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ **All Nationalized Banks**

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2025. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	19	Kotak Mahindra Bank
2	AU Small Finance Bank	20	South Indian Bank
3	Bandhan Bank	21	Tamilnadu Mercantile Bank
4	City Union Bank	22	Utkarsh Small Finance Bank
5	CSB Bank	23	Ahmedabad Mercantile CO-op. Bank
6	DBS Bank India Limited	24	Nutan Nagrik Sahkari Bank Ltd.
7	DCB Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
8	Equitas Small Finane Bank	26	Saraswat Co-Operative Bank Ltd
9	FEDERAL Bank	27	SVC Co-Operative Bank Ltd.
10	HDFC Bank	28	The Cosmos Co-op Bank Ltd.
11	HSBC Bank	29	The Gujarat State Co-operative Bank
12	ICICI Bank	30	The Mehsana Urban Co-Op. Bank
13	IDBI Bank	31	The Surat District Co-op Bank
14	IDFC First Bank	32	The Surat People's Co. Op. Bank Ltd
15	IndusInd Bank	33	The Kalupur Commercial Co-op. Bank
16	Jana Small Finance Bank	34	Baroda Gujarat Gramin Bank
17	Karnataka Bank	35	Saurashtra Gramin Bank
18	Karur Vysya Bank		

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.


(Bhavya Verma)

Deputy Secretary (Budget)

Finance Department

Annexure –VI

Format for Periodic Reports to submit by Successful Bidder

1. Daily Dispatch Report of Stack wise Lifting
2. IBM Returns relevant to period of dispatch from GMDC
3. Statutory Registers (to maintain & provide as and when required by GMDC)
4. Daily Dispatch Conditions report in order to monitor lifting schedule and in case of delay, to identify the attributes of delay to the bidder
5. In case of export, the successful bidder shall have to submit a No Objection Certificate issued by Commissioner of Geology & Mining and Clearance Certificate issued by issued by the Port Authority / Cargo Authority prior to or within 7 days of the export of bauxite. In the event of partial export of lifted material, the successful bidder shall have to submit the list of issued Royalty slip numbers associated with the exported material.
6. The successful bidder shall also have to submit an Actual End-Use Certificate within 30 days of export or in the case of partial export or any other case.

Annexure –VII

(As per Attached stack wise List)

Annexure –VIII

**Declaration Regarding awareness of Rules and Regulations
& Following Genuine Business Practices**

(On Letter head of the Contractor)

To,
The Managing Director.
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan, 132' Ring Road, University Ground,
Vastrapur, Ahmedabad.

Dear Sir,

We M/s. ----- hereby undertake that, we are well aware of all the rules and regulation governing the sale of Bauxite in Gujarat & India, issued by Government from time to time, and we are abide by the said rules and regulation and we have also understood /interpreted the applicability of the same on the transaction under this e-Auction and its terms and conditions.

We further declare that, we will not raise any dispute / claim with respect to sale of Bauxite under this e-Auction at any point of time, on the ground of ignorance or non-awareness of applicable government laws, rules and regulations and its changes / amendments.

We assure GMDC Ltd to follow all rules and regulation governing the sale of Bauxite in Gujarat & India, issued by Government from time to time, and its changes / amendments, whether mentioned in the e-Auction document or not.

We also declare that, GMDC is indemnified in case of any dispute or misconduct arises out on our account of our actions / ignorance / misconduct during entire period of the transaction under e-Auction and any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

Yours faithfully,
For -----

(Signature & Stamp of the Bidder)

Date
Place

Annexure –IX

Declaration Regarding Site Visit & Sample Analysis

(On letter head of the Contractor)

To,
The Managing Director.
Gujarat Mineral Development Corporation Ltd.
Khanij Bhavan, 132' Ring Road, University Ground,
Vastrapur, Ahmedabad.

We _____ hereby certify that we have visited the site in respect of e-Auction No. _____ for Sale of NPG Bauxite Mewasa(Bhatia) Mines, Devbhoomi Dwarka.

We have taken/not taken samples of material for which we are interested and have the analysis done / not done, based on which we are participating in the e-Auction.

We are principally agree with the estimated specification of the bauxite offered, and agree to follow the mechanism dispatch established by GMDC.

We hereby agree and undertake not to raise any dispute and/or objection at any stage on any ground whatsoever, during entire period of the transaction under e-Auction.

(Signature & Stamp of the Bidder)

Date
Place

Annexure –X

Sample Price Bid (actual will be as per online format)
Stake Wise

Sr	Mine Name	Stack No.	Quantity in MT	Base Price	Quoted Price / Offer Price
		ABC123	5000	580	
		ABC124	2000	581	
		ABC125	1000	575	
		ABC126	3000	578	
		ABC127	4000	590	

*For representation only

Bidders shall enter their offer price in last column against the respective stack number in order to bid for the stack. Minimum 02 bids from different bidders are mandatory for auction for individual stack.

